

Exhibit A

State Court Documents

5. A mortgage encumbers the 11 West Forest Run Court home. Gwendolyn Angeli is listed as the borrower on this mortgage.

6. To protect her interest in the 11 West Forest Run Court home, Gwendolyn Angeli purchased a homeowner's insurance policy from Allstate Corporation. This policy was in effect in August of 2016.

7. On or about August 26, 2016 a water leak occurred at the 11 West Forest Run Court home. This leak caused extensive damage to the home, affecting among other areas the laundry room, pantry, hallway, bathroom, and crawlspace.

8. Douglas Angeli promptly notified Allstate Corporation of the water leak and the resulting damage. A representative from Allstate named Katlyn Latka sent Mr. Angeli a letter dated September 2, 2016 acknowledging the claim. In her letter, Ms. Latka informed Mr. Angeli that Allstate had begun working on his claim arising from the water leak, and assured Mr. Angeli that Allstate would work to resolve his claim "quickly and fairly.") See the letter from Katlyn Latka to Doug Angeli dated September 2, 2016, attached as Exhibit 1).

9. Mr. Angeli after receiving the September 2, 2016 letter from Ms. Latka provided Allstate repair bills and estimates for damages that the water leak caused to the home. Allstate however ceased all communication with him.

10. After Allstate reneged on its written promise and its contractual duty to "quickly and fairly" resolve the water leak claim, Douglas Angeli and Gwendolyn Angeli retained an attorney to pursue the claim on their behalf. The Angeli's attorney has written Ms. Latka twice regarding the claim (on September 30, 2016 and June 1, 2017; see the letters attached and identified collectively as Exhibit 2) but Allstate has not responded in any fashion.

11. Allstate has not approved or paid for any repairs to the 11 West Forest Run home, even though Allstate is aware of the damage to the home and even though the Allstate homeowner's policy covers this damage.

FOR A FIRST CAUSE OF ACTION

12. Allstate entered into a contract with Gwendolyn Angeli to pay for damage that occurrences like a water leak might cause to the 11 West Forest Run home.

13. The contract between Gwendolyn Angeli and Allstate was in effect in August of 2016, when the water leak at the 11 West Forest Run home occurred.

14. The Angelis have provided Allstate notice, including written notice, of the water leak and the resulting damage to the home.

15. Allstate has promised, in writing, to "quickly and fairly" resolve the claim arising from the water leak.

16. Despite its contractual duties, including those duties created by the homeowner's policy and Ms. Latka's letter of September 2, 2016, Allstate has not paid for any of the damage to the home that the water leak caused.

17. Allstate has breached its contract with the Angelis.

18. As a proximate result of Allstate's breach of its contractual duties, the Angelis have suffered damages that include the cost to repair the damage to the home, depreciation in the home's value, and other losses, injuries and damages.

19. The Angelis are entitled to judgment for actual damages against Allstate.

FOR A SECOND CAUSE OF ACTION

20. A mutually binding contract of insurance existed between Gwendolyn Angeli and Allstate in August of 2016. This contract covered the 11 West Forest Run home, insuring it against damages of the type caused by the water leak.

21. Allstate despite its contractual duties has refused to pay benefits due under the policy.

22. Allstate by refusing to pay for the damage caused to the home has acted unreasonably and in bad faith, and has breached its implied covenant of good faith and fair dealing.

23. As a proximate result of Allstate's unreasonable refusal to pay benefits owed under the policy it issued, the Angelis have suffered damages that include the cost to repair the home, depreciation in the home's value, and other losses, injuries, and damages.

24. The Angelis are entitled to judgment for actual and punitive damages against Allstate.

WHEREFORE, having fully pled, the Angelis seek judgment against Allstate for actual and punitive damages, for the costs of this action, and for such other and further relief as the Court deems just and proper.

HOLCOMBE BOMAR, P.A.

s/William B. Darwin, Jr.

William B. Darwin, Jr.
S.C. Bar No. 15109
Post Office Box 1897
Spartanburg, South Carolina 29304
(864) 594-5300
kdarwin@holcombebomar.com

Attorneys for Plaintiffs

September 20, 2017

Spartanburg, South Carolina

EXHIBIT 1



Allstate

You're in good hands.

Southeastern Property MCO
PO BOX 34212
CHARLOTTE NC 28234

DOUG ANGELI
11 W FOREST RUN CT
SPARTANBURG SC 293015619

September 02, 2016

INSURED: DOUG ANGELI
DATE OF LOSS: August 26, 2016
CLAIM NUMBER: 0426903001 ZKL

PHONE NUMBER: 800-825-3659
FAX NUMBER: 866-229-5787
OFFICE HOURS: Mon - Fri 8:00 am - 4:45 pm,
Sat 8:00 am - 4:45 pm

Re: Claim Acknowledgement

Dear DOUG ANGELI,

We are writing to let you know that we received your claim and started working on it. Losses are always difficult, but please be assured that we will work to resolve your claim quickly and fairly.

Please feel free to call me if you have any questions or concerns or if you learn of any additional information pertinent to your claim. If I'm not available when you call, please leave a message, including a telephone number where we may reach you, and I will return your call at the first opportunity.

We have a dedicated team of claim professionals that can assist you during the claim process. Just so you are aware, one or more Allstate Indemnity Company representatives may contact you about different aspects of your claim. However, you can call me any time if you become concerned about the progress of your claim.

Sincerely,

KATLYN LATKA

KATLYN LATKA
800-825-3659 Ext. 5478070
Allstate Indemnity Company

EXHIBIT 2



Holcombe Bomar, P.A.

100 Dunbar Street, Suite 200
Spartanburg, SC 29306
P.O. Box 1897
Spartanburg, SC 29304

phone (864) 594-5300
fax (864) 585-3844

www.holcombebomar.com

Direct Dial: (864) 594-5305

kdarwin@holcombebomar.com

William U. Gunn
Koger M. Bradford
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Joshua T. Thompson
Kyle T. Clelland
J. Hollis Inabinet

Neville Holcombe, 1902-1988
Horace L. Bomar, 1912-1994

September 30, 2016

Ms. Katlyn Latka
Allstate Insurance Company
Southeastern Property MCO
Post Office Box 34212
Charlotte, North Carolina 28234

RE: Your Insured: Doug Angeli
Date of Loss: August 26, 2016
Your Claim No.: 0426903001 ZKL
Our File No.: 14513

Dear Ms. Latka:

Doug Angeli has hired me to assist him in making a claim under his Allstate homeowner's policy. As you know Mr. Angeli's home sustained significant water damage due to a pipe/drain leak that occurred on August 26, 2016. Mr. Angeli has attempted to mitigate the losses this event caused by having certain repairs made to his home. Allstate has sent a field adjuster to the home but unfortunately has not approved work that needs to be done. The damage from the leak has prevented Mr. Angeli from using parts of his home (including the toilet downstairs) and appliances such as his washer and dryer. The current, water-damaged condition of the home has not only caused an inconvenience, it has created safety and health issues for Mr. Angeli and his family.

Mr. Angeli and his ex-wife Gwendolyn Angeli divorced in July of 2013. Mr. Angeli has informed me that Allstate has recently raised questions regarding his interest in the home located at 11 West Forest Run Court in Spartanburg. The Spartanburg County Family Court granted Mr. Angeli ownership of this home by decree dated July 19, 2013. I have enclosed the caption and relevant paragraph of this decree for your review. Gwendolyn's name has remained on the mortgage and deed since the divorce but Mr. Angeli since 2013 had made the mortgage payments and has paid all other expenses associated with maintaining and protecting the home, including the Allstate homeowner's insurance premiums. Gwendolyn Angeli has not paid and has no intention of paying one penny of the expenses resulting from the August 2016 water leak. She should not receive any payments from your company for damage or repairs that the leak has caused.

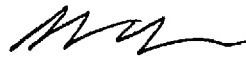
Ms. Katlyn Latka
September 30, 2016
Page 2

On behalf of Mr. Angeli, I request that Allstate complete its assessment of the damage caused by the leak and authorize the necessary repairs within the next ten days. I further request that all payments for repairs be made either directly to the contractors who perform them or to Mr. Angeli, if he arranges for the work to be done. Mr. Angeli does not want to file suit in this matter but he cannot tolerate any further delays on Allstate's part in evaluating the loss and repairing the damage.

I look forward to your prompt response.

Sincerely,

HOLCOMBE BOMAR, P.A.



William B. Darwin, Jr.

WBD,JR/scj

Enclosure

c: Mr. Douglas W. Angeli
Mr. Jack A. Mabry, Jr.
Allstate Insurance Company (w/enclosure)



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June 1, 2017

Ms. Katlyn Latka
Allstate Insurance Company
Southeastern Property MCO
Post Office Box 34212
Charlotte, North Carolina 28234

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Date of Loss: August 26, 2016
Your Claim No.: 0426903001 ZKL
Our File No.: 14513

Dear Ms. Latka:

I wrote you on September 30 of last year to inform you of my representation of Doug Angeli, and to request that Allstate authorize repairs to the house located at 11 West Forest Run Court in Spartanburg. As you know this home sustained extensive damage as a result of a water leak that occurred in August 2016.

Since my September 30 letter Gwendolyn Angeli has also retained me as counsel and has requested that I assert a claim on her behalf for the damage the house sustained. Allstate issued Ms. Angeli the homeowner's coverage that was in effect in August 2016.

Enclosed are photographs and repair estimates from PuroClean and estimates from JCS Services and ADI Construction. Please call me within the next ten days so we can begin taking steps to resolve this claim. If I don't hear from you, I'll have no choice but to file suit to enforce your company's duties under the policy.

Ms. Katlyn Latka
June 1, 2017
Page 2

Sincerely,

HOLCOMBE BOMAR, P.A.



William B. Darwin, Jr.

WBD,JR/scj

Enclosures

c: Mr. Douglas W. Angeli
Ms. Gwendolyn J. Angeli

Plaintiffs Douglas Angeli and Gwendolyn Angeli, complaining of Defendant Allstate Corporation, allege as follows:

2. Allstate Corporation and Allstate Indemnity Company (the “Allstate Defendants” or “Allstate”) are insurance companies headquartered in Illinois with offices throughout the United States, including Spartanburg County, South Carolina.

4. The Angelis divorced in July of 2013. The divorce decree granted Douglas Angeli an ownership interest in the home located at 11 West Forest Run Court.

5. A mortgage encumbers the 11 West Forest Run Court home. Gwendolyn Angeli is listed as the borrower on this mortgage.

6. To protect her interest in the 11 West Forest Run Court home, Gwendolyn Angeli purchased a homeowner's insurance policy from Allstate Corporation. This policy was in effect in August of 2016.

7. On or about August 26, 2016 a water leak occurred at the 11 West Forest Run Court home. This leak caused extensive damage to the home, affecting among other areas the laundry room, pantry, hallway, bathroom, and crawlspace.

8. Douglas Angeli promptly notified the Allstate Defendants of the water leak and the resulting damage. A representative from the Allstate Defendants named Katlyn Latka sent Mr. Angeli a letter dated September 2, 2016 acknowledging the claim. In her letter, Ms. Latka informed Mr. Angeli that Allstate had begun working on his claim arising from the water leak, and assured Mr. Angeli that Allstate would work to resolve his claim "quickly and fairly.") See the letter from Katlyn Latka to Doug Angeli dated September 2, 2016, attached as Exhibit 1).

9. Mr. Angeli after receiving the September 2, 2016 letter from Ms. Latka provided the Allstate Defendants repair bills and estimates for damages that the water leak caused to the home. Allstate however ceased all communication with him.

10. After the Allstate Defendants reneged on their written promise and their contractual duty to "quickly and fairly" resolve the water leak claim, Douglas Angeli and Gwendolyn Angeli retained an attorney to pursue the claim on their behalf. The Angeli's attorney has written Ms. Latka twice regarding the claim (on September 30, 2016 and June

1, 2017; see the letters attached and identified collectively as Exhibit 2) but Allstate has not responded in any fashion.

11. The Allstate Defendants have not approved or paid for any repairs to the 11 West Forest Run home, even though the Allstate Defendants are aware of the damage to the home and even though the Allstate Defendants' homeowner's policy covers this damage.

FOR A FIRST CAUSE OF ACTION

12. Allstate entered into a contract with Gwendolyn Angeli to pay for damage that occurrences like a water leak might cause to the 11 West Forest Run home.

13. The contract between Gwendolyn Angeli and Allstate was in effect in August of 2016, when the water leak at the 11 West Forest Run home occurred.

14. The Angelis have provided Allstate notice, including written notice, of the water leak and the resulting damage to the home.

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Attorneys for Plaintiffs

December 15, 2017

Spartanburg, South Carolina

EXHIBIT 1



Allstate
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Southeastern Property MCO
PO BOX 34212
CHARLOTTE NC 28234

DOUG ANGELI
11 W FOREST RUN CT
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September 02, 2016

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We have a dedicated team of claim professionals that can assist you during the claim process. Just so you are aware, one or more Allstate Indemnity Company representatives may contact you about different aspects of your claim. However, you can call me any time if you become concerned about the progress of your claim.

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Allstate Indemnity Company

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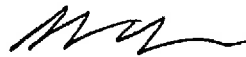
Ms. Katlyn Latka
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William B. Darwin, Jr.

WBD,JR/scj

Enclosure

c: Mr. Douglas W. Angeli
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Allstate Insurance Company (w/enclosure)



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June 1, 2017

Ms. Katlyn Latka
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Southeastern Property MCO
Post Office Box 34212
Charlotte, North Carolina 28234

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June 1, 2017
Page 2

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HOLCOMBE BOMAR, P.A.



William B. Darwin, Jr.

WBD,JR/scj

Enclosures

c: Mr. Douglas W. Angeli
Ms. Gwendolyn J. Angeli

Certificate of Electronic Notification

Recipients

William Darwin - Notification transmitted on 12-15-2017 10:43:12 AM.

******* IMPORTANT NOTICE - READ THIS INFORMATION *******
NOTICE OF ELECTRONIC FILING [NEF]

-

A filing has been submitted to the court RE: 2017CP4203374

Official File Stamp: 12-15-2017 10:42:53 AM

Court: CIRCUIT COURT

Common Pleas

Spartanburg

Case Caption: Douglas Angeli , plaintiff, et al VS The Allstate Corporation

Document(s) Submitted: Amended/Amended Summons And Complaint
- Exhibit/Filing of Exhibits

Filed by or on behalf of: William B. Darwin, Jr.

This notice was automatically generated by the Court's auto-notification system.

-

The following people were served electronically:

William B. Darwin, Jr. for Douglas Angeli et al

The following people have not been served electronically by the Court. Therefore, they must be served by traditional means:

The Allstate Corporation

TO THE ABOVE-NAMED DEFENDANT:

HOLCOMBE BOMAR, P.A.

William B. Darwin, Jr.
S. C. Bar No. 15109
Post Office Box 1897
Spartanburg, South Carolina 29304
(864) 594-5300

February 9, 2018
Spartanburg, South Carolina

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Attorneys for Plaintiffs

February 9, 2018

Spartanburg, South Carolina

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Please feel free to call me if you have any questions or concerns or if you learn of any additional information pertinent to your claim. If I'm not available when you call, please leave a message, including a telephone number where we may reach you, and I will return your call at the first opportunity.

We have a dedicated team of claim professionals that can assist you during the claim process. Just so you are aware, one or more Allstate Indemnity Company representatives may contact you about different aspects of your claim. However, you can call me any time if you become concerned about the progress of your claim.

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Ms. Katlyn Latka
Allstate Insurance Company
Southeastern Property MCO
Post Office Box 34212
Charlotte, North Carolina 28234

RE: Your Insured: Doug Angeli
Date of Loss: August 26, 2016
Your Claim No.: 0426903001 ZKL
Our File No.: 14513

Dear Ms. Latka:

Doug Angeli has hired me to assist him in making a claim under his Allstate homeowner's policy. As you know Mr. Angeli's home sustained significant water damage due to a pipe/drain leak that occurred on August 26, 2016. Mr. Angeli has attempted to mitigate the losses this event caused by having certain repairs made to his home. Allstate has sent a field adjuster to the home but unfortunately has not approved work that needs to be done. The damage from the leak has prevented Mr. Angeli from using parts of his home (including the toilet downstairs) and appliances such as his washer and dryer. The current, water-damaged condition of the home has not only caused an inconvenience, it has created safety and health issues for Mr. Angeli and his family.

Mr. Angeli and his ex-wife Gwendolyn Angeli divorced in July of 2013. Mr. Angeli has informed me that Allstate has recently raised questions regarding his interest in the home located at 11 West Forest Run Court in Spartanburg. The Spartanburg County Family Court granted Mr. Angeli ownership of this home by decree dated July 19, 2013. I have enclosed the caption and relevant paragraph of this decree for your review. Gwendolyn's name has remained on the mortgage and deed since the divorce but Mr. Angeli since 2013 had made the mortgage payments and has paid all other expenses associated with maintaining and protecting the home, including the Allstate homeowner's insurance premiums. Gwendolyn Angeli has not paid and has no intention of paying one penny of the expenses resulting from the August 2016 water leak. She should not receive any payments from your company for damage or repairs that the leak has caused.

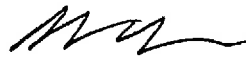
Ms. Katlyn Latka
September 30, 2016
Page 2

On behalf of Mr. Angeli, I request that Allstate complete its assessment of the damage caused by the leak and authorize the necessary repairs within the next ten days. I further request that all payments for repairs be made either directly to the contractors who perform them or to Mr. Angeli, if he arranges for the work to be done. Mr. Angeli does not want to file suit in this matter but he cannot tolerate any further delays on Allstate's part in evaluating the loss and repairing the damage.

I look forward to your prompt response.

Sincerely,

HOLCOMBE BOMAR, P.A.



William B. Darwin, Jr.

WBD,JR/scj

Enclosure

c: Mr. Douglas W. Angeli
Mr. Jack A. Mabry, Jr.
Allstate Insurance Company (w/enclosure)



Holcombe Bomar, P.A.

101 W. St. John Street, Suite 200,
Spartanburg, SC 29306

P.O. Box 1897
Spartanburg, SC 29304

phone (864) 594-5300
fax (864) 585-3844

www.holcombebomar.com

kdarwin@holcombebomar.com

Direct Dial: (864) 594-5305

William U. Gunn
Koger M. Bradford
Perry D. Boulter
William B. Darwin, Jr.
W. McElhaney White
A. Todd Darwin
Joshua T. Thompson
Kyle T. Clelland
J. Hollis Inabinet
Todd R. Flippin

Neville Holcombe, 1902-1983
Horace L. Bomar, 1902-1994

June 1, 2017

Ms. Katlyn Latka
Allstate Insurance Company
Southeastern Property MCO
Post Office Box 34212
Charlotte, North Carolina 28234

RE: Your Insured: Doug Angeli
Date of Loss: August 26, 2016
Your Claim No.: 0426903001 ZKL
Our File No.: 14513

Dear Ms. Latka:

I wrote you on September 30 of last year to inform you of my representation of Doug Angeli, and to request that Allstate authorize repairs to the house located at 11 West Forest Run Court in Spartanburg. As you know this home sustained extensive damage as a result of a water leak that occurred in August 2016.

Since my September 30 letter Gwendolyn Angeli has also retained me as counsel and has requested that I assert a claim on her behalf for the damage the house sustained. Allstate issued Ms. Angeli the homeowner's coverage that was in effect in August 2016.

Enclosed are photographs and repair estimates from PuroClean and estimates from JCS Services and ADI Construction. Please call me within the next ten days so we can begin taking steps to resolve this claim. If I don't hear from you, I'll have no choice but to file suit to enforce your company's duties under the policy.

ELECTRONICALLY FILED - 2018 Feb 08 12:55 PM - SPARTANBURG - COMMON PLEAS - CASE#2017CP4203374

Ms. Katlyn Latka
June 1, 2017
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Sincerely,

HOLCOMBE BOMAR, P.A.



William B. Darwin, Jr.

WBD,JR/scj

Enclosures

c: Mr. Douglas W. Angeli
Ms. Gwendolyn J. Angeli

Certificate of Electronic Notification

Recipients

William Darwin - Notification transmitted on 02-09-2018 12:56:01 PM.

******* IMPORTANT NOTICE - READ THIS INFORMATION *******
NOTICE OF ELECTRONIC FILING [NEF]

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A filing has been submitted to the court RE: 2017CP4203374

Official File Stamp: 02-09-2018 12:55:53 PM

Court: CIRCUIT COURT

Common Pleas

Spartanburg

Case Caption: Douglas Angeli , plaintiff, et al VS The Allstate Corporation

Document(s) Submitted: Amended/Amended Summons And Complaint
- Exhibit/Filing of Exhibits

Filed by or on behalf of: William B. Darwin, Jr.

This notice was automatically generated by the Court's auto-notification system.

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The following people were served electronically:

William B. Darwin, Jr. for Douglas Angeli et al

The following people have not been served electronically by the Court. Therefore, they must be served by traditional means:

Allstate Indemnity Company

The Allstate Corporation